



Monterey County Board of Supervisors

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1st Floor
Salinas, CA 93901
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Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-13370 ; Amendment No. 4

Approve and authorize the Contracts Purchasing Officer or designee to execute retroactive Amendment No. 4 to Agreement A-13370 with Telmate, Inc. to incorporate legislative changes under Senate Bill 1008 (SB1008) "Keep Families Connected Act" (Becker), requiring counties to provide voice communication services to in-custody youth free of charge, resulting in a cost to the Probation Department of \$4,000/per month for these services, for a total not to exceed amount of \$72,000, effective retroactive to January 1, 2023 and continuing month the month, with a 30 day notice of termination, or immediately for cause.

PASSED AND ADOPTED on this 24th day of October 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 24, 2023.

Dated: November 1, 2023

File ID: A 23-481

Agenda Item No.: 57

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

AMENDMENT #4 TO RFP-10537 AGREEMENT A-13370

AMENDMENT #4 TO RFP-10537 AGREEMENT A-13370 BY AND BETWEEN COUNTY OF MONTEREY & TELMATE, LLC

THIS AMENDMENT NO. 4 is made to the Agreement for inmate/ward telephone services for the Monterey County Sheriff's Office and Monterey County Probation Department, by and between **TELMATE, LLC**, (hereinafter "CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, (hereinafter "County" (collectively, "the Parties")).

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on December 14, 2016, with a term date ending December 13, 2019; and

WHEREAS, Agreement was amended by the Parties on January 8, 2020, (hereinafter "Amendment No. 1") to extend the term for one (1) additional year through December 13, 2020; and

WHEREAS, Agreement was amended by the Parties on December 17, 2020, (hereinafter "Amendment No. 2") to extend the term for one (1) additional year through December 13, 2021; and

WHEREAS, Agreement was amended by the Parties on March 9, 2022, (hereinafter "Amendment No. 3") per CPUC Decision Rulemaking 20-10-002 issued August 23, 2021, the FCC Third Report and Order on Reconsideration and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 and 40682 Federal Register/Vol. 86, No. 142/Wednesday, July 28, 2021/Rules and Regulations, and to extend the term for an additional two (2) years through December 13, 2023; and

WHEREAS, California Senate Bill No. 1008 ("Senate Bill 1008") was approved by the Governor and filed with the Secretary of State on September 29, 2022. Senate Bill 1008 requires, among other things, effective January 1, 2023, a county or city youth residential placement or detention center shall provide voice communication services to incarcerated persons free of charge to the person initiating and the person receiving the communication. Senate Bill 1008 provides that a county or city agency shall not receive revenue from the provision of voice communication services or any other communication services to any person confined in a county or city youth residential placement detention center; and

WHEREAS, there is a continued need for services following the completion of a Request for Proposal (RFP) process, and pending award of a contract for those services; and

WHEREAS, the Parties wish to further amend the Agreement to address payment to CONTRACTOR for juvenile ward telephone services to the Monterey County Probation Department for the juvenile institutions and to extend the term on a month-to-month basis, but the County reserves the right to cancel with 30 days written notice or immediately for cause;

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

AMENDMENT #4 TO RFP-10537 AGREEMENT A-13370

- 1) **Attachment A-1 – RATES, FEES AND PAYMENTS TO COUNTY FOR INMATE TELEPHONE SERVICE, VIDEO VISITATION SERVICE AND TABLETS** is amended with the addition of the following language effective retroactive to January 1, 2023:

Juveniles

In consideration of Senate Bill 1008 and as it pertains to juvenile calls from the Monterey Juvenile Hall and Monterey County Youth Center, the County shall pay CONTRACTOR a monthly service fee in the amount of four thousand dollars (\$4,000.00). Total amount paid may not exceed \$72,000.

The County shall mail payments to Contractor's Accounts Receivable Address:

Global Tel*Link Corporation d/b/a ViaPath Technologies
Attn: Accounts Receivable
900 Western America Circle, Suite 300
Mobile, AL 36602

All Exhibits remain unchanged and are not attached.

- 2) Amend Section 3.0, **TERM OF AGREEMENT**, Paragraph 3.1 to read:
“The initial term shall commence with the signing of this AGREEMENT through and including three (3) years, with the option to extend the AGREEMENT for two (2) additional one (1) year periods, and continuing month-to month as needed.
- 3) Amend Section 5.0, **INVOICES AND PURCHASE ORDERS** with the addition of the following language, effective January 1, 2023:

5.5 CONTRACTORS BILLING PROCEDURES FOR MONTEREY COUNTY PROBATION

CONTRACTOR shall submit claim for payment to Probation's Finance Division with back-up documentation, including monthly call report, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the terms and conditions and may cause payment to be delayed or denied.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 5.0, **INVOICES AND PURCHASE ORDERS**”, of the Agreement. All invoices shall be sent to the following address or via email to:

255-probationfinanceap@co.monterey.ca.us

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

AMENDMENT #4 TO RFP-10537 AGREEMENT A-13370

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

- 4) Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the Agreement.
- 5) A copy of AMENDMENT NO. 4 shall be attached to the original Agreement executed by the County on December 14, 2016.

AMENDMENT #4 TO RFP-10537 AGREEMENT A-13370

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AA0D41B...

Contracts/Purchasing Officer

Dated: 11/9/2023 | 1:20 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E96787E454AE...

Deputy Auditor/Controller

Dated: 10/10/2023 | 8:17 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
AK
44E993B3FBEA412...

Anne K. Brereton
Deputy County Counsel

Dated: 10/9/2023 | 9:56 AM PDT

Telmate, LLC

By:

Signature of Chair, President, or Vice-President

Deb Alderson, President & CEO

Printed Name and Title

Dated: 10/06/2023

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

John Pitsenberger, EVP and CFO

Printed Name and Title

Dated: 10/06/2023

County Board of Supervisors' Agreement Number: A-13370.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.